596. The infants, if of a responsible age, are themselves liable for their own torts. See *Paul* v. *Hummel*, 43 Mo. 119; 14 HARV. L. REV. 71. Irrespective of the parental relationship, of course, the father may be liable on the principles of agency. *Teagarden* v. *McLaughlin*, 86 Ind. 476. See 28 HARV. L. REV. 91. Furthermore, if he stands by and does not restrain the child from doing the act, he is deemed to have authorized or consented to it and is liable. *Beedy* v. *Reding*, 16 Me. 362; *Hoverson* v. *Noker*, 60 Wis. 511. An action also lies if the father's own negligence was a proximate cause of the child's doing the injury, as where he gives the child a gun. *Meers* v. *McDowell*, 110 Ky. 926, 62 S. W. 1013; *Thibodeau* v. *Cheff*, 24 Ont. L. R. 214; *Johnson* v. *Glidden*, 11 S. D. 237. But even where the child is an imbecile there is no liability in the absence of negligence. *Bollinger* v. *Rader*, 153 N. C. 488, 69 S. E. 497. Similarly, mere notice of the vicious disposition of a child will not render the parent liable for its assaults. *Paul* v. *Hummel*, *supra*. See *Baker* v. *Haldeman*, 24 Mo. 219. It is submitted, therefore, that the principal case is correct in basing the liability on negligence, and in refuting the contention that by analogy to animals the parent was liable by reason of *scienter*.

PARTNERSHIP — RETIREMENT OF PARTNERS — LIABILITY OF NOMINAL PARTNER FOR INJURY TO INVITED PERSON. — A business formerly operated by father and son was continued after the father's retirement, and with his consent, under the old firm name of "E. Dieudonne & Son." The plaintiff, who had been a customer prior to the retirement and knew nothing of it, came to the firm's shop on business and was injured by the negligence of an employee. *Held*, that the retired partner is liable. *Jewison* v. *Dieudonne*, 149 N. W. 20 (Minn.).

A person who holds himself out as a partner may be responsible, under some circumstances, to those dealing with the firm. *Stearns* v. *Haven*, 14 Vt. 540. This liability, however, depends on principles of estoppel and not on general grounds of policy. *Rogers* v. *Murray*, 110 N. Y. 658, 18 N. E. 261. *Cf. Poillon* v. *Secor*, 61 N. Y. 456. Accordingly, if the person dealing with the firm does not know of the holding out or does not rely on it in so dealing, the nominal partner will not be liable. *Thompson* v. *First National Bank of Toledo*, 111 U. S. 529; *Wood* v. *Pennell*, 51 Me. 52. Contracts made with the ostensible firm frequently involve this reliance on the partnership. *Rice* v. *Barrett*, 116 Mass. 312. Tort liability, on the other hand, ordinarily arises without reference to the mental attitude of the injured person, and the basis for recovery against the nominal partner is, therefore, lacking. *Smith* v. *Bailey*, [1891] 2 Q. B. 403; *Shapard* v. *Hynes*, 104 Fed. 449. But when the tort arises out of a relation undertaken in reliance on the holding out, the necessary elements of estoppel seem to be present. *Maxwell* v. *Gibbs*, 32 Ia. 32. It is submitted that this same principle is the real basis of liability in certain cases of so-called "implied invitation." See *Holmes* v. *Drew*, 151 Mass. 578. Accordingly, in the principal case, if in fact the plaintiff had relied on the representation that the retired partner was still a member of the firm, in entering upon the relation of invitee, the liability would have been properly imposed. But inasmuch as the facts did not warrant that construction, the dissenting judges rightly refused to be satisfied with anything less than estoppel.

POLICE POWER — INTEREST OF PUBLIC ORDER — VALIDITY OF STATUTE PROHIBITING THE USE OF RED FLAGS IN PARADES. — Under a statute providing that "no red or black flag . . . shall be carried in parade within this commonwealth," the defendant was convicted for carrying a red flag in the parade of a Socialist organization. *Held*, that the statute is constitutional. *Commonwealth* v. *Karvonen*, 106 N. E. 556 (Mass.).

Courts cannot protect the people from unwise or oppressive legislation ex-